

SEP 29 2006

For The Northern Mariana Islands
By _____
(Deputy Clerk)IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDSABELLANOSA, JOANNA,
et al.,

Plaintiffs,

v.

L&T INTERNATIONAL
CORPORATION,

Defendant.

Civil Action No. 05-0010

DECLARATION OF LOLY APIT IN
SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT

I, LOLY APIT, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in 2004.
3. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After about one week, an L&T personnel who identified herself as Baby Lopez, called me up for interview. When I reported to L&T, a certain Cory Quing and Amy Tse conducted the interview.

JOE HILL

Hill Law Offices

P.O. Box 500917 ~ Saipan CM-MP 96950 ~

TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

ORIGINAL

I.
MEDICAL FEES

(Physical Examination Fee
and Health Certificate Fee)

5. After I passed the interview, Baby Lopez asked me to complete the Consensual Transfer documents and have my employer complete and sign them, which I did. I gave the completed consensual transfer documents to Baby Lopez at the HR office. Baby Lopez then asked for and I gave her my health certificate which she noted had not yet expired. She then told me that L&T would use my health certificate from my then employer.

II.
CONTRACT SIGNING

6. My first non-resident contract was in 2003. Basically, annually since then, each year, my employer used and had me sign a standard form labor contract provided by DOL. I became familiar with the basic terms of the DOL standard form contract. A copy of such standard form contract is attached as Exhibit "2" to Plaintiffs' Verified/Amended Opposition.

7. In 2004, when L&T HR staff Baby Lopez handed me their contract form, with only the signature page showing, and insisting that I sign, I had no reason to believe it was not the standard DOL form contract. Prior to signing this L&T contract form and at the time it was presented to me in the HR for signing, I was not given an opportunity to read the contract before signing it. When it was presented to me in the HR office, Baby Lopez just pushed the document through the counter-window with the pages turned back, showing only the signature page, and pointed to where I was to sign it, and said sign, which I did without reading

JOE HILL
Hill Law Offices
P.O. Box 500917 ~ Saipan CM-MP 96950 ~
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 it. There were many other applicants present and waiting in line. The HR staff
2 was rushing me and other applicants by insisting that I and the other applicants
3 I saw present, hurry up and quickly sign, without delaying the document
4 processing. From the mood and way the HR staff was acting, I was made fearful
5 that if I didn't just sign the signature page as instructed, I would lose the job
6 opportunity especially since none of the other applicants I saw there held up the
7 line by or took time to read the contract document. I observed the HR staff
8 acting the same way with other workers who signed before and after my turn.
9 Neither Baby Lopez, nor any one else, ever showed me my contract document
10 until the time and date they asked me (us) to sign at HR. I was never given a copy
11 of the L&T contract document I signed before my termination on or about May
12 13, 2004. After my termination, I was surprised when I later learned of some of
13 the things and terms in L&T's self-styled contract. Had I known that the L&T's
14 self-styled contract contained terms restricting me from being employed
15 with other competing companies in Saipan and allowing L&T to terminate
16 me at any time as a reduction in force, I would not have agreed to it or
17 signed it.

18 III.
PERFORMANCE EVALUATION

19 8. There was no individualized measurement or testing to determine my or each
20 Packer's individual performance or production. The only production
21 measurement or test was done by counting the output (production) from each of
22 the different lines of Packers. There was really no way for me as an individual
23 packer to control or show an increase in the number of products because I was
24 just one individual on the line with many others. In the packing section our work
25 was performed by groups of workers on so-called lines. The packages or items

1 we were assigned to work on often varied from day to day. Our Head
2 Supervisors in the packing section were Li, Zhi Min, Wu, Duan Huai and Cao, Li
3 Qun, who are Chinese. When I and other Filipino workers tried to ask them
4 questions regarding our work they could not answer nor explain because they do
5 not speak English fluently. (*See* Defendant's Response to Plaintiffs' First Set of
6 Request for Interrogatories No. 49a).

7
8 IV.
TERMINATION

9 9. I was employed and worked for L&T International Corporation as a hand
10 packer, from on or about March 2004 to May 13, 2004, when I and other workers
11 in the hand packing section were summoned by the calling of our individual
12 names over the public address system, to report to the human resources (HR)
13 office. I believe and understand we were called in two batches, one about 3:00
14 p.m., and one about 5:00 p.m. (*See* Deposition of Jack Torres, page 97, lines 14-
15 17).

16 10. I did not know why we were being called to come to Conference Room. I
17 thought that we were being called regarding receipt of our anticipated ATM
18 Cards that L&T had previously given us and had us fill out an application for, as
19 they told me and other workers present, to make it easier and more convenient
20 for (us) workers to access and get our anticipated bi-weekly wage payments
21 without having to stand in line waiting for and trying to cash payroll checks. I was
22 made more assured of my continued employment and anticipated pay check by
23 L&T having asked me and other workers to set up these ATM accounts to
24 facilitate our anticipated payroll check payments.
25

JOE HILL
Hill Law Offices
P.O. Box 500917 ~ Saipan CM-MP 96950 ~
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 11. As we arrived at the designated meeting room, I observed other workers,
2 and Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR
3 staff, were present at the May 13, 2004 meeting.

4 12. I did not see or hear Corazon Quing read or reading from any document or
5 the so-called "communication plan" as described and stated in Exhibit "A"
6 attached to the Declaration of Corazon Quing.

7 13. More specifically, I (we) were not told as stated by Corazon Quing that we
8 the workers, had the right to appeal our termination to the "Legal Department"
9 of L&T or to any one else.

10 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004
11 meeting, informed us, that the purpose of the so-called second check was "to
12 cover for 10 days pay in lieu of notice," as stated in paragraph 7, Declaration of
13 Corazon Quing. Additionally, L&T's own RIF policy required, as proposed RIF
14 workers, that I (we) "shall be given written notice of separation at least 15 days
15 prior to the effective date of separation, or severance pay in lieu of notice." (*See*
16 Ex. "D," Jack Torres' Deposition, and page 88, lines 6-8 and lines 20-24).

17 15. It was my honest belief that I and my co-workers were terminated on May
18 13, 2004 and that the termination was effective immediately on and from May 13,
19 2004, because I (we) were told by HR staff at the May 13, 2004 meeting that today
20 (May 13, 2004) was our last day of employment and they demanded that we give
21 up and turn in our company ID cards which were required and needed for
22 company employees to freely enter company premises; and more importantly, our
23 I.D.s were swipe-cards for the time-clocks so we could not clock in or out
24 without them, in addition to being required to "turn over any and all company
25 properties in your possession... on or before May 13, 2004" as stated in the Notice

1 of Termination. *See* Ex. "D," Defendant's Memorandum.

2 16. As a result I believed and felt that I was terminated and forced to stop
3 working on May 13, 2004, the same date that the Notice of Termination (dated
4 May 12, 2004) was given to me. Hence, I was not given the required prior notice
5 of termination and/or of the RIF.

6 17. I and the other plaintiffs worked a set work schedule and shift, and worked
7 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total
8 of forty-two (42) hours each work week, which included two (2) hour overtime
9 each work week while employed at L&T.

10 18. At the time of my termination, no one from L & T offered to assist me in
11 finding other employment or told me that they would or could assist me in getting
12 work with affiliate companies of L&T.

13
14 V.
EMOTIONAL DISTRESS

15 19. When I was hired by L&T in March, 2004, I was elated and so happy telling
16 my relatives and friends about my excitement at being employed with a big and
17 secure company.

18 20. My happiness, however, was short-lived as I and my co-workers were
19 terminated by L&T after working for only two (2) months, more or less. L&T
20 never explained why I and the other Plaintiffs could not have been allowed to
21 work to the end of the contract and not renewed.

22 21. My husband, Pawad Apit and I have two (2) kids. The eldest child, age 17,
23 was born in the Philippines. The second child was born November 13, 2004, a
24 few months after my termination. I was two months pregnant with my second
25

JOE HILL
Hill Law Offices
P.O. Box 500917 ~ Saipan, CN-MP 96950 ~
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

JOE HILL
Hill Law Offices
P.O. Box 500917 ~ Saipan CM-MP 96950 ~
TEL. NO. (670) 234-6860/7743 ~ FAX: 234-7753

1 child when I got terminated. I nearly lost my baby because I was in severe
2 emotional distress and grief and had anxiety, can not eat, can not sleep. I was
3 lucky my neighbor, Connie Valdez, a medicine lady was able to apply pressure and
4 prevented a possible miscarriage.

5 22. I became very emotionally upset and disturbed as a result of the termination
6 of my employment at L&T. The way L&T broke the news of termination to us,
7 not individually or privately, but *en masse* in front of all the other employees,
8 resulted in wailing, crying and shouting and pandemonium among the workers
9 present; I and the other workers present were crying and hugging each other and
10 trying to console one another.

11 23. When I arrived home on May 13, 2004, I broke down and was crying
12 hysterically and uncontrollably and could not sleep. As a result, my demeanor and
13 routine changed. My anxiety increased, I constantly looked depressed and spent
14 increasingly more time calling my parents, friends and relatives especially in the
15 Philippines talking about my termination and I would then break into hysterical
16 and uncontrollable crying during these telephone conversations. For months, I
17 was fixated on the termination incident and became irritable, hostile and
18 aggressive and especially in my attitude and relationship with my husband. It
19 became the focus and topic of conversations with relatives, friends and
20 acquaintances. As a consequence, my family and personal relationships were
21 strained or destroyed.

22 24. As my severe emotional distress was mounting, I spent more and more time
23
24
25

1 watching T.V. until 2 or 3 a.m. trying to fall asleep, but even then when I came to
2 bed I was irritable and restless. I used to be, prior to the loss of my job with L &
3 T, loving and tender in bed with my husband, but that changed even until now.
4 28. The sudden change in me negatively affected my relationship with my
5 husband. Only the advice of well-meaning friends saved our relationship. I used
6 to be very patient and caring for my family, especially my children, before I was
7 terminated. After the loss of my job at L&T, I easily lose patience with and am
8 quick to yell and shout at the kids and my husband until now. I notice and feel
9 that I am not the same person before and after the loss of my job at L&T.

10 I declare under penalty of perjury that the foregoing is true and correct and
11 that this declaration was executed this 26th day of September, 2006.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

/s/ Eoly Apit
Eoly Apit
Declarant